



Data Exploration Licence for the Geospatial Commission Partner Bodies

Delivered by the Coal Authority

MAIN TERMS

1. **This Licence** (as defined in these Main Terms and the Small Print):
 - a. is **free of charge**;
 - b. relates to Coal Authority data (the **"CA Data"**) that we make available specifically as data for research and development in accordance with the terms of this Licence (together the **"Exploration Data"**);
 - c. **does not affect any existing licence arrangements already in place**. If you have access to data under, for example, the terms of an Open Government Licence or a commercial licence issued by a Partner Body, those licensing arrangements continue to apply;
 - d. lets you use CA Data for **12 months**, unless we tell you, or you and we agree something else. It will renew automatically every **12 months** unless either of you or we choose to end it. This Licence will automatically end if 24 months have elapsed since your last request for updates to any Exploration Data;
 - e. lets you **do any of the permitted actions we list below**, so you can:

Permitted Actions

✓	Evaluate Exploration Data to see if what we're offering is what you need.
✓	Use Exploration Data to research and develop your ideas and propositions. It doesn't matter if you're not sure yet how Exploration Data might help you. For example, you may want to assess it for a potential commercial opportunity or see what potential benefits and value it could bring to you, helping you build your case for licensing Exploration Data for use in your business or organisation under a separate, commercial licensing arrangement with us. Note these research and development rights are subject to the provisions below regarding live trials or tests.
✓	Display Exploration Data or create working prototypes using Exploration Data to demonstrate and promote on your own equipment how your ideas or propositions for using our data would work, which is ideal if you're talking to potential customers, agents, investors or other financial backers. With our prior agreement, you can also provide prototypes for a short time to any of these people on equivalent terms to this Licence solely to help them to make a better assessment of your idea or proposition.
✓	Use Exploration Data in live trials or tests within your business or organisation <u>for up to 3 months</u> to determine whether you wish to license it as an internal business aid immediately after your live trial.
✓	Use small extracts of Exploration Data (to be agreed with the Coal Authority in advance) in time-bound events that promote collaboration and innovation, to provide better insight into specific uses or develop ideas or answer particular questions, for example, as part of competitions, hackathons and mash-ups.
✓	Use small extracts of Exploration Data (to be agreed with the Coal Authority in advance), to promote your use of CA Data in articles and at events that intend to share or widen knowledge (such as academic papers, trade journals or industry conferences).

f. is subject to all of the following Requirements listed below and to the Small Print. You agree to:

Requirements

!	Provide us with information about you and/or your company or organisation as requested when you register to access Exploration Data so that we know who we are licensing to, can communicate with you and understand what you are wanting to do, so that we can comply with the terms of our privacy policy: https://www.gov.uk/government/organisations/the-coal-authority/about/personal-information-charter
!	Acknowledge that you're using Exploration Data and that you're doing so in the right way by "Reproduced with the permission of © The Coal Authority. All rights reserved.". Please note this doesn't mean you can use Coal Authority branding or trademarks or anything that can be confused with them.
!	Make sure any prototypes you provide or any CA Data you provide to third parties is returned to you or destroyed within 7 days of the end of the assessment or event. Tell us in advance if doing this might disrupt your longer term plans and we can discuss appropriate licensing.
!	Provide technological and security measures to make sure all Exploration Data supplied to you is secure from any unauthorised use or access.
!	Maintain accurate, complete and detailed records relating to this Licence regarding access to the Exploration Data by your staff (including unauthorised access and information regarding any prototypes created) that shall be open to inspection and for copies of any necessary records to be taken by us or our representatives upon request.

2. Under this Licence you agree to comply with the Restrictions below and the Small Print:

Restrictions

⊘	Unless we expressly permit you to do so above, you will not make any Exploration Data available to third parties or create any products or services which have benefitted from, relied on or made any use of Exploration Data (including, without limitation, where you have created your products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using Exploration Data). You agree that, if you want to make Exploration Data available in this way, you will tell us and will not proceed until we agree the basis on which that can happen.
⊘	You shall not infringe or breach the intellectual property rights in the Exploration Data.

THE SMALL PRINT

1 Parties

This Licence is between the Coal Authority a corporate body established under S1 of the Coal Industry Act 1994 of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG, ("**we/us/our/CA**") and the person or organisation who signs this Licence ("**you/your**"). You and we are each a "**party**" and together the "**parties**".

2 Licence

- 2.1 Subject to the restrictions and requirements referred to in this Licence, we grant you a free non-exclusive, non-transferable, revocable licence to use Exploration Data for the relevant periods and for the Permitted Actions described in the *Summary of Use*.
- 2.2 In consideration of the mutual obligations in this Licence, by downloading Exploration Data and benefiting from its use you agree to be bound by all of the terms and conditions in *The Small Print* and the *Summary of Use*, which forms the data exploration licence between you and us (the "**Licence**"). Downloading Exploration Data constitutes acceptance by us of your request and establishes that a licence exists between you and us.
- 2.3 Please read all terms before accessing any Exploration Data so that you understand this Licence and what we agree you can and can't do with Exploration Data.
- 2.4 This Licence commences with effect from the date you first request access to Exploration Data.

3 Intellectual Property Rights

- 3.1 We and/ or our suppliers (including the Crown) own all the intellectual property rights in Exploration Data. All rights not expressly granted are reserved to the Coal Authority and its licensors (including the Crown).

3.2 You shall notify us as soon as you become aware of, or suspect, any infringement or other breach by you or any other third party of the intellectual property rights in the Exploration Data. You agree to co-operate with us at no cost to provide all reasonable assistance in pursuing or dealing with any such infringement or breach.

4 Feedback

At our request, you will give us reasonable details about your intended use for Exploration Data under this Licence by whatever means we might reasonably request.

5 No Warranty

It is your responsibility to ensure that the Exploration Data you request is what you need. Exploration Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for purpose. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Exploration Data are hereby excluded to the fullest extent permitted by law.

6 Liabilities

6.1 Subject to clause 6.2:

- a. neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, special or consequential loss or damage or any other financial loss (howsoever caused) arising as a result of the use of, or lack of performance of the Exploration Data; and
- b. there is nothing in this Licence that excludes or limits your liability for an infringement or breach of our intellectual property rights.

6.2 Nothing in this Licence shall limit or exclude either party's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b. fraud or fraudulent misrepresentation; or
- c. any matter in respect of which it would be unlawful for either party to exclude or restrict liability.

7 Termination

7.1 Either party may terminate this Licence with immediate effect, by giving written notice to the other party. Termination or expiry of this Licence shall not affect either party's accrued rights and remedies. On the termination of this licence you shall (except in respect of any Exploration Data for which at the time of termination or expiry, you have an appropriate licence from the Coal Authority):

- a. immediately cease using the Exploration Data;
- b. destroy (or at our option return) all Exploration Data under this Licence that you hold or for which you are responsible including any Exploration Data that is embedded into any other material and provide written confirmation that you have done so at our request; and
- c. make sure anyone else you have supplied Exploration Data to under this Licence also adheres to these conditions.

7.2 Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

8 Data protection and privacy

8.1 You shall comply with all relevant laws and regulations relating to the processing of personal data and privacy, including, without limitation any data protection legislation from time to time in force in the UK, including the *Data Protection Act 2018*.

8.2 We shall comply with the terms of our privacy policy available at www.gov.uk/government/organisations/the-coal-authority/about/personal-information-charter

9 Confidentiality

Neither you nor we will disclose to any person (either during the term of this Licence or after), any information which might reasonably be considered confidential information belonging to the other party which is in its possession as a result of this Licence, unless with the consent of the other party or due to a legal, governmental or regulatory requirement. You acknowledge that we are bound by the *Freedom of Information Act 2000* and the *Environment Information Regulations 2004* which might require us by law to disclose confidential information. You will provide such assistance, without charge, as we shall reasonably request to assist us to comply with this legislation.

10 Other General Provisions

10.1 This Licence sets out the entire agreement and understanding between you and us in respect of the subject matter of this Licence.

- 10.2 We may change any part of this Licence, including the availability of the Exploration Data, at any time with immediate effect for valid and legal reasons where reasonable circumstances dictate this. If you continue to access updates of any Exploration Data after any such change is made, you shall be deemed to have accepted the modified terms. If you do not wish to accept the modified terms, you must terminate this Licence by giving us written notice. It is therefore recommended that you regularly access and review this Licence so that you are aware of the latest terms.
- 10.3 Any notice under this Licence shall be effected when given:
- a. by us to your e-mail address that you have provided to us; and
 - b. by you to datasolutions@coal.gov.uk
- 10.4
- a. You must not assign, transfer or sub-license your rights under this Licence to any other person.
 - b. We shall be entitled to assign, transfer or novate the benefits and obligations of this Licence or any part thereof to:
 - i) in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our functions have been transferred; or
 - ii) any private sector body which substantially performs the functions of us,provided that any such assignment, transfer or novation shall not increase the burden of your obligations under this Licence.
- 10.5 Our failure to exercise or enforce any rights under the provisions of this Licence shall not be deemed to be a waiver of such rights at any time or times thereafter.
- 10.6 If any of the provisions of this Licence are invalid, illegal or unenforceable, that will not affect the validity, legality and enforceability of the remaining provisions of this Licence. Each of the paragraphs of these Licence terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.7 This Licence shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Licence. Neither party to this Licence shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 10.8 A person who is not a party to this Licence has no right as a third party to enforce or enjoy the benefit of any term of this Licence.
- 10.9 This Licence is governed by English law and both parties agree to the exclusive jurisdiction of the English courts.

The undersigned undertakes to observe the conditions of provision of the Data supplied by the Coal Authority as detailed above.

Agreed for and on behalf of the Geospatial Commission

Signed:

Name (Print):

Date:

Agreed for and on behalf of the Coal Authority

Signed:

Name (Print):

Date: